

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONCEPTUS, INC.		08/25/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	400 Hamilton Avenue, Suite 210		
Internal Address:	Attention: Loan Team Manager		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	78611134	BEST PRACTICES IN PATIENT CARE ESSURE ACCREDITED PRACTICE	
Serial Number:	77828120	CLIQ	
Serial Number:	75982289	CONCEPTUS	
Serial Number:	78733572	DRYFLOW	
Serial Number:	76263888	ESSURE	
Serial Number:	76333607	ESSURE	
Serial Number:	77828094	ESSURE CLIQ	
Serial Number:	77828109	ESSURE CLIQ	
Serial Number:	76333379	ESSURE PERMANENT BIRTH CONTROL BY CONCEPTUS	
Serial Number:	78635829	ESSURE THE ALTERNATIVE TO INCISION	
Serial Number:	77894459	ESSURETRAC	
Serial Number:	78635837	THE ALTERNATIVE TO INCISION	
Serial Number:	77951874	WHEN YOUR FAMILY IS COMPLETE	

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TRADEMARK
 REEL: 004612 FRAME: 0797

Serial Number:	77371178	YOUR FAMILY IS COMPLETE. YOUR CHOICE IS CLEAR
Serial Number:	78692438	WHEN YOU'RE SURE
Serial Number:	78692827	WHEN YOU'RE SURE. ESSURE
Serial Number:	77951867	YOUR FAMILY IS COMPLETE

CORRESPONDENCE DATA

Fax Number: (858)638-5130

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-638-6730

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 2: Attention: Susan Reynholds

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	363363-33
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NAME OF SUBMITTER:	Troy Zander
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Signature:	/s/ Troy Zander
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Date:	08/26/2011
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 25, 2011 by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Bank**") and CONCEPTUS, INC., a Delaware corporation ("**Debtor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of Debtor (the "**Loans**") in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and between Bank and Debtor (as the same may be amended, modified, supplemented, extended or restated from time to time, the "**Credit Agreement**"; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to or for the benefit of Debtor, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents to secure the obligations of Debtor under the Credit Agreement and the other Loan Documents

B. Pursuant to the terms of that certain Security Agreement, dated as of the date hereof, by and between Bank and Debtor (the "**Security Agreement**"), Debtor has granted to Bank a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including all of Debtor's intellectual property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Debtor and Bank, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Debtor grants and pledges to Bank a security interest in all of Debtor's right, title and interest in, to and under all its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement and the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Debtor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of Page Left Blank]

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the first date written above.

Address of Debtor:

331 East Evelyn Ave.
Mountain View, CA 94041
Attn: Chief Financial Officer

DEBTOR:

CONCEPTUS, INC.

By: 

Gregory E. Lichtwardt
Executive Vice President, Operations,
Treasurer, Assistant Secretary and
Chief Financial Officer

BANK:

Address of Bank:

Growth Technology Group
400 Hamilton Avenue, Suite 210
Palo Alto, CA 94301
Attn: Loan Team Manager

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

[Signature Page to Intellectual Property Security Agreement]

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Attn: Chief Financial Officer

CONCEPTUS, INC.

By: _____

BANK:

Address of Bank:

Growth Technology Group
400 Hamilton Avenue, Suite 210
Palo Alto, CA 94301
Attn: Loan Team Manager

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Mechanism for manipulating the distal end of a biomedical device	5,391,146	2/21/95
Guidewire-type device axially moveable by torque or axial force and methods for use thereof	5,551,443	9/3/96
Endoluminal coil delivery system having a mechanical release mechanism	5,601,600	2/11/97
Protective sheath for fiberoptic image guide within an articulated endoscope	5,704,899	1/6/98
Method for maintaining separation between a falloposcope and a tubal wall	5,716,321	2/10/98
Endoluminal coil delivery system having a mechanical release mechanism	5,746,769	5/5/98
Transcervical ostium access device and method	5,807,239	9/15/98
Access catheter and method for maintaining separation between a falloposcope and a tubal wall	5,873,815	2/23/99
Access catheter and method for maintaining separation between a falloposcope and a tubal wall	5,935,056	8/10/99
Apparatus and method for accessing and manipulating the uterus	5,935,098	8/10/99
Radiation-transmitting sheath and methods for its use	5,947,958	9/7/99
Selectively coated electrosurgical instrument	6,071,283	6/6/00
Method and apparatus for performing hysterosalpingography	6,080,129	6/27/00
Electrosurgical instrument	6,080,152	6/27/00
Occluding device and method of use	6,096,052	8/1/00
Electrically affixed transcervical fallopian tube occlusion devices	6,145,505	11/14/00
Contraceptive transcervical fallopian tube occlusion devices and their delivery	6,176,240	1/23/01
Access catheter and method for maintaining separation between a falloposcope and a tubal wall	6,196,966	3/6/01
Occluding device and method of use	6,432,116	8/13/02
Contraceptive transcervical fallopian tube occlusion devices and methods	6,526,979	3/4/03
Contraceptive transcervical fallopian tube occlusion devices and methods	6,634,361	10/21/03
Contraceptive transcervical fallopian tube occlusion devices and their delivery	6,679,266	1/20/04
Contraceptive transcervical fallopian tube occlusion devices and methods	6,684,884	2/3/04
Contraceptive transcervical fallopian tube occlusion devices and methods	6,705,323	3/16/04
Deployment actuation system for intrafallopian contraception	6,709,667	3/23/04
Insertion/deployment catheter system for intrafallopian contraception	6,763,833	7/20/04
Contraceptive transcervical fallopian tube occlusion devices and their delivery	6,871,650	3/29/05
Contraceptive system and method of use	7,073,504	7/11/06
Insertion/deployment catheter system for intrafallopian contraception	7,237,552	7/3/07
Contraceptive system and method of use	7,398,780	7/15/08
Contraceptive transcervical fallopian tube occlusion devices and their delivery	7,428,904	9/30/08
Deployment actuation system for intrafallopian contraception	7,506,650	3/24/09

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Deployment actuation system for intrafallopian contraception	7,591,268	9/22/09
Contraceptive transcervical fallopian tube occlusion devices and methods	7,686,020	3/30/10
Methods and devices for occluding body lumens and/or for delivering therapeutic agents	7,694,683	4/13/10
Medical devices and methods of making and using such devices	7,699,056	4/20/10
Minimally invasive surgical stabilization devices and methods	7,918,863	4/5/11
Contraceptive transcervical fallopian tube occlusion devices and methods	7,921,848	4/12/11
Deployment actuation system for intrafallopian contraception	7,934,504	5/3/11
Occluding device and method of use	09911551	7/23/01
Contraceptive system and method of use	10272840	10/16/02
Catheter for intrafallopian contraceptive delivery	10665973	9/18/03
Contraceptive device and delivery system	10746131	12/24/03
Contraceptive with permeable and impermeable components	11047319	1/31/05
Methods and devices for occluding body lumens and/or enhancing tissue ingrowth	11048221	1/31/05
Enhancing tissue ingrowth for contraception	11048237	2/1/05
Endoscopic delivery of medical devices	11115771	4/27/05
Occluding device and method of use	11116480	4/28/05
Methods and apparatus for occluding reproductive tracts to effect contraception	11382870	5/11/06
Methods and devices for deployment into a lumen	11396209	3/30/06
Methods and devices for determining lumen occlusion	11472102	6/20/06
Atraumatic catheter tip	11619979	1/4/07
Linear motion delivery system for female sterilization device	11695887	4/3/07
Method and apparatus for in-vitro fertilization and tubal occlusion	11702777	2/5/07
Minimally invasive surgical stabilization devices and methods	11800187	5/3/07
Methods and devices for occluding an ovarian pathway	11846479	8/28/07
Contraceptive system and method of use	12035219	2/21/08
Devices and methods for occluding a fallopian tube	12110145	4/25/08
Contraceptive system and method of use	12172807	7/14/08
System and method for occluding a reproductive body lumen	12556262	9/9/09
Minimally invasive delivery devices and methods	12562057	9/17/09
Minimally invasive delivery devices and methods	12562065	9/17/09
Methods and apparatus for determining fallopian tube occlusion	12577108	10/9/09
Method and apparatus for endometrial ablation in combination with intrafallopian contraceptive devices	12577112	10/9/09
Contraceptive devices and methods	12605304	10/23/09
Methods and devices for deployment into a lumen	12607046	10/27/09
Occlusion implant	12616726	11/11/09
Body lumen occlusion device and method	12756762	4/8/10
Trackable occlusion device and catheter system	12769534	4/28/10

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
BEST PRACTICES IN PATIENT CARE	78/611,134	4/18/2005
CLIQ	77/828,120	9/16/2009
CONCEPTUS	75/982,289	1/3/2001
DRYFLOW	78/733,572	10/14/2005
ESSURE	76/263,888	5/29/2001
ESSURE (stylized)	76/333,607	11/2/2001
ESSURE CLIQ	77/828,094	9/16/2009
ESSURE CLIQ (and design)	77/828,109	9/16/2009
ESSURE PERMANENT BIRTH CONTROL BY CONCEPTUS	76/333,379	11/2/2001
ESSURE THE ALTERNATIVE TO INCISION	78/635,829	5/24/2005
ESSURETRAC	77/894,459	12/16/2009
THE ALTERNATIVE TO INCISION	78/635,837	5/24/2005
WHEN YOUR FAMILY IS COMPLETE	77/951,874	3/5/2010
WHEN YOUR FAMILY IS COMPLETE YOUR CHOICE IS CLEAR	77/371,178	1/14/2008
WHEN YOU'RE SURE	78/692,438	8/15/2005
WHEN YOU'RE SURE. ESSURE (stylized)	78/692,827	8/15/2005
YOUR FAMILY IS COMPLETE	77/951,867	3/5/2010